

DRAFT
SALE DEED

This Conveyance Deed made at **AHMEDABAD** this..... day of, 2021(
Hereinafter shall be referred to as the "**Sale Deed**")

BY AND BETWEEN

M/S. RIDHAAN INFRA LLP [PAN NO: _____], A Limited Liability
Partnership registered under the Limited Liability Partnership Act, 2008 having
LLP Identity Number _____ on account of certificate of incorporation issued
by the Assistant Registrar on 21/08/2020 having its registered address at B-606,

Stellar, Sindhu Bhavan Road, Nr. Pakwan Cross Road, Bodakdev, Ahmedabad, Gujarat-380059, India through its Designated Partner **MR. YASH RAJESHBHAI DESAI** Aged about 25 years, Occupation: Business, presently residing **at 14, SHUKAN PALACE-1, NR. HETARTH PARTY PLOT, SCINCECITY ROAD, SOLA, AHMEDABAD- 380060, GUJARAT** hereinafter called **“THE PROMOTER/VENDOR/FIRST PARTY”** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include the said Vendor, its Partners as at present and from time to time and its successors and assigns) of the **ONE PART**;

AND

_____ hereinafter called **"THE ALLOTTEE/PURCHASER/SECOND PARTY"** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include the said Purchaser, his / her / their respective heirs, legal representatives, executors, successors and permitted assigns, of the **OTHER PART**

The First Party and Second Party shall individually be referred to as Party and collectively as Parties.

WHEREAS:

(A) WHEREAS the **VENDOR** herein is the sole and absolute owner and is seized and possessed of and otherwise well and sufficiently entitled the Non-Agricultural land bearing Sub Plot No. 5 admeasuring approximately about 631 Sq. yards (i.e about admeasuring 527 sq. mtrs) of Final Plot No. 204+237 paiki forming part of Town Planning Scheme No. 19 which is now given City Survey No. 3691/A admeasuring about 519.75 sq. mtrs. of Ward No. 19/237+204 Shekhpur-Khanpur situate, lying and being at Moje, Shekhpur-Khanpur, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar) (Hereinafter in this Agreement shall be referred to as the **“Project Land”**) and in the

revenue record the said lands stands in the name of the **VENDOR** herein and the details are more particularly described in **SCHEDULE-I** hereunder written.

- (B) **AND WHEREAS** by and under the Sale Deed dated 22nd June 2021 which was registered before the Sub-registrar of assurances Ahmedabad-3 (Memnagar) at serial no. 5204 on 22-06-2021, the VENDOR had purchased the said Project Land being Non-Agricultural land bearing Sub Plot No. 5 admeasuring approximately about 631 Sq. yards (i.e about admeasuring 527 sq.mtrs) of Final Plot No. 204+237 paiki forming part of Town Planning Scheme No. 19 which is now given City Survey No. 3691/A admeasuring about 519.75 sq. mtrs. of Ward No. 19/237+204 Shekhpur Khanpur situate, lying and being at Moje, Shekhpur Khanpur, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar) from its erstwhile owner being Anang Manubhai Shah. Hence by virtue of such sale deed, the VENDOR herein has become the sole and absolute owner of the said Project Land and has been put in quiet, vacant and peaceful possession of the said Project Land.
- (C) **AND WHEREAS** Non Agricultural Use permission for residential purpose with respect of the said Project Land has been granted by Deputy Collector, Ahmedabad and in this regard by and under development permission (Rajachitthi) 13-07-2021 bearing No. 04980/110621/A4929/R0/M1 in case no.BLNTS/WZ/110621/ CGDCRV/A4929/R0/M1, Ahmedabad Municipal Corporation (AMC) had sanctioned plans for making residential construction on the land of Sub Plot No. 5 admeasuring approximately about 631 Sq. yards (i.e about admeasuring 527 sq.mtrs) of Final Plot No. 204+237 paiki (Final Plot No. 237 as per Rajachitthi and approved plans) forming part of Town Planning Scheme No. 19 which is now given City Survey No. 3691/A admeasuring about 519.75 sq. mtrs. of Ward No. 19/237+204 Shekhpur Khanpur ("**Development Permission**"). A copy of the said Development Permission

(Rajachitthi) is annexed herewith as **ANNEXURE-A**.

- (D) **AND WHEREAS** pursuant to the approved plans the **VENDOR** has commenced development of the Project and started construction of residential project named “**INFINITY BAISHARAN**” (hereinafter referred to as said “**Project**”) on the said Project Land being Sub Plot No. 5 admeasuring approximately about 631 Sq. yards (i.e about admeasuring 527 sq.mtrs) of Final Plot No. 204+237 paiki (Final Plot No. 237 as per Rajachitthi and approved plans) forming part of Town Planning Scheme No. 19 which is now given City Survey No. 3691/A admeasuring about 519.75 sq. mtrs. of Ward No. 19/237+204 Shekhpur Khanpur. The said Project comprises of one Block having total 7 number of residential units and the construction detail is as per the Development Permission (Rajachitthi) issued by designated authority.
- (E) **AND WHEREAS** the **VENDOR** has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the said “**Act**”) and the Gujarat Real Estate (Regulation and Development) (General) Rules, 2017 (hereinafter referred to as the said “**Rules**”) with the Real Estate Regulatory Authority at Gandhinagar (hereinafter referred to as the said “**Authority**”) and the said Authority has issued a Registration Certificate of Project dated _____ bearing reference no. _____. A copy of the said RERA registration Certificate is annexed herewith as **ANNEXURE-B**.
- (F) As per the said approved plans, the Development work of the said Project on the said Project Land is completed and the Building Use (BU) permission bearing number _____ dated _____ has been received from the concerned authority.
- (G) The **VENDOR** has given to the **PURCHASER** copies of all the title documents relating to the Project Land, Title Certificate, copies of sanctioned plans and development permission issued by the authority, copy of N. A. Use permission, copies of the plans, project specifications

and designs and such other documents as are specified under the Said Act and the Rules and Regulations made thereunder. The **PURCHASER** has himself and through his Advocates/Consultants verified all details and documents and the **PURCHASER** is fully satisfied about the right, title and interest of the **VENDOR** with respect to the said Project Land on which the Project "**INFINITY BAISHARAN**" is being constructed and regarding the permissions obtained by the **VENDOR** and in future the **PURCHASER** shall not raise any dispute/objection in respect of the same. The **PURCHASER** has also verified the documents filed/uploaded by the **VENDOR** with the said Authority and is fully satisfied with the same.

- (H) **AND WHEREAS** the authenticated copies of Title Certificate issued by the attorney at law or advocate of the **VENDOR**, authenticated copies or extract of village forms VI and VII and XII or other relevant revenue records showing the nature of the title of the **VENDOR** to the Project Land on which Project is being put up and the residential units are constructed or are to be constructed have also been inspected by the **PURCHASER** and is satisfied in respect thereof and accepted the same.
- (I) The **VENDOR** and **PURCHASER** had negotiated for the sale of **Unit** being residential Apartment/Flat bearing No. _____totally admeasuring _____sq. mtrs (breakup of carpet area is shown in the table below), situated on _____ Floor of the said Project "**INFINITY BAISHARAN**" together with proportionate undivided impartible right in the said Project Land and appurtenant attached area and more particularly described in the **SCHEDULE-II** hereunder written (hereinafter referred to as the said "**Property**" or the said "**Unit/Apartment**") for the Purchase Consideration of Rs. _____/- (**Rupees _____ only**) (hereinafter referred to as the said "**Purchase Consideration**"). The details of the carpet area (As per the said Act) of the said Property and other appurtenant areas (meant for exclusive use of the **PURCHASER**) to the said Property is as follows:

Apartment/ Flat No.	Carpet Area Sq mtr	Balcony Area Sq mtr	Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

The above area has been calculated on the basis of unfinished wall surfaces. The **PURCHASER** has checked the calculation of the area and is satisfied with the same and has no disputes in this regard.

(J) That Thereafter an Agreement for Sale dated _____ was executed between the Parties, which was registered before the sub registrar of Ahmedabad-3(Memnagar), at serial no. _____ dated _____ for the sale of said Property.

(K) Thereafter the Project Developer being RIDHAAN INFRA LLP has formed a Service Society namely _____Co-operative Housing Service Society Limited for management and maintenance of the said Project (hereinafter in this Sale Deed shall be referred to as the said "**Service Society/Management Body**").

(L) The said Purchase Consideration is calculated on the basis of the Carpet Area of the said Property and includes proportionate price of the common areas and facilities of the said Project. The nature, extent and description of the common areas and facilities of said Project are more particularly described in the **SCHEDULE-III** hereunder written.

(M) THAT the **PURCHASER** has paid the above stated price to the **VENDOR** in the manner as stated hereunder:-

Amount paid to VENDOR by PURCHASER

Sr No.	Amount in Rs.	Cheque/DD/NEFT No.	Date	Bank Details
1				

2				
3				
4				
5				
6				
7				
Total		Rs. _____/-(Rupees _____only)		

I. **NOW THIS INDENTURE WITNESSETH THAT** in consideration of the payment of the said Purchase Consideration of Rs. _____(Rupees _____only) paid as mentioned above by **PURCHASER** to the **VENDOR** being the full consideration payable by the **PURCHASER** for the said Property more particularly described in the Schedule-II hereunder written; the payment and receipt whereof the **VENDOR** doth hereby admits and acknowledges and of and from the same and every part thereof for ever acquit, release and discharge the **PURCHASER**, the **VENDOR** doth hereby convey, grant, transfer and assure unto the **PURCHASER ALL THAT** said Apartment (more particularly described in the SCHEDULE-II hereunder written) **TOGETHER WITH** the right to use common areas and facilities of the Project (more particularly described in the SCHEDULE-III hereunder written) appurtenant to the said Property proportionately with other owners of various units in the Project **AND ALL THE ESTATE** right, title, interest, claim and demand whatsoever at law and in equity of the **VENDOR** in to out of or upon the said Property or any part thereof **TO HAVE AND TO HOLD** the said Property hereby, granted, conveyed and assured or intended or expressed so to be with their and every of their rights, title, interest, easement and appurtenances **UNTO AND TO THE USE AND BENEFIT** of the **PURCHASER** for ever as full owner as members of the Service Society and subject to the rules, regulations and resolutions of the said Service Society and also subject to the terms and conditions stated in this Deed and in other agreements/deeds made in respect of this Property.

- II. The **PURCHASER** is aware that, the entire land on which the said project is constructed will be eventually held by the all the purchasers of the units in the said Project. The **PURCHASER** is aware that the other units situated in the Project shall be transferred in future and agreements and Sale deeds/Conveyance deed will be made in favor of such other buyers and hence all the owners shall have undivided interest in the common facilities, areas and amenities and shall be entitled to use and enjoy them jointly.
- III. That quiet, vacant and peaceful possession of the said Property described in Schedule-II is delivered by the **VENDOR** herein to the **PURCHASER** today and the **PURCHASER** acknowledges the delivery of the said Property in good and proper condition. However, the said Property shall be put to use only after the receipt of B.U. Permission. The **PURCHASER** has verified and is satisfied with the quality of construction, specifications, fixtures, fittings, project amenities and facilities, etc. and he/she shall not raise any objections/claims in this respect in future. The **PURCHASER** has also verified the physical condition of the said Property and is satisfied with the same. The **PURCHASER** has completely satisfied himself with regards to the measurement of carpet area of the said Property and has no objections in this regard and shall not raise any dispute in future.
- IV. AND the **VENDOR** doth hereby for itself, its successors and assigns COVENANT with the **PURCHASER** that notwithstanding any act, deed, matter or thing whatsoever by the **VENDOR** or any of their ancestors or testators or any person or persons lawfully, or equitably claiming by, from, through, under it or them or omitted or knowingly suffered to the contrary the **VENDOR** now hath at the sealing and delivering of these presents good right, full power and absolute authority to allot, grant, release and assure the said Property hereby granted, conveyed released or assured or intended so to be unto and to the use of the **PURCHASER** in the manner aforesaid and subject to the terms and conditions stated in

this deed and also subject to rules, regulations and resolutions of the Service Society.

- V. AND that the **PURCHASER**, after obtaining possession of said Property from the **VENDOR** in writing shall and may at all time hereafter peacefully and quietly enter upon, occupy, possess and enjoy the said Property and receive the rents and profits thereof and of every part there to and for his use and benefit without any suit, eviction, interruption, claim or demand whatsoever from or by the **VENDOR** or any members or any of them or claiming by, from, under or in trust for it or any of them upon fulfillment of and subject to what is stated herein.
- VI. AND full and free right liberty and license for the **PURCHASER**, his heirs, executors, administrators, agents, successors, legal representatives and assigns for the time being of the said Property and he or his tenants and servants and all other persons authorized in that behalf by him from time to time and at all times after delivery of possession from the **VENDOR** in writing, by day and or night for all purposes connected with the use and enjoyment of the said Property to go, return, pass and re-pass with or without vehicles in, along, over and upon the land of common facilities and approaches subject to what is stated elsewhere in this Sale Deed and rules made by the Service Society from time to time.
- VII. THE **VENDOR** covenants with the **PURCHASER** that the said Project Land and construction or any part thereof is not under any acquisition, requisition or reservation for any purpose whatsoever and that no one else has any right of maintenance or otherwise from and over the said Property and that said Property is free from any encumbrances, mortgages, lien or charge of any nature whatsoever and that the **VENDOR** has not taken any loan or financial assistance of any nature from anyone by creating charge over the said Property or its title deeds on the said Project Land. Therefore the said Property is free from any mortgage or charge.

VIII. The **VENDOR** hereby covenants to the **PURCHASER** that, If within a period of (5) five years from date of Possession of the said Property, the **PURCHASER** brings to the notice of the **VENDOR** any structural defect in the Property or the building in which the Property is located or any defects on account of workmanship, quality or provision of service, then wherever possible such defects shall be rectified by the **VENDOR** at its own cost and in case it is not possible to rectify such defects, then the **PURCHASER** shall be entitled to receive from the **VENDOR**, compensation equal to cost to cure / rectify such defect. Provided that the **VENDOR** shall not be liable to rectify any defect or for payment of any compensation in the following cases:

- a. If the cause of any such defect is not attributable to the **VENDOR** or are beyond the control of the **VENDOR**; or
- b. In case of natural wear and tear and damage resulting from rough handling, improper use or unauthorized modification; or
- c. **VENDOR** shall not be liable to the extent of any inherent permissible variation and tolerances in shapes, size, thickness or color variation of various natural or factory made products which are not considered as defect by the manufacturers or the supplier; or
- d. In case where guarantees and warranties are provided by the third parties, the same shall be extended to the **PURCHASER** and to honour such warranties and guarantees shall be at the sole discretion of the third party providing the same. Further where the manufacturer guarantee/warranty as provided by the third party ends before the defects liability period and such warranties are covered under the maintenance of the said Property/building/phase/wing, and if the annual maintenance contracts or applicable licenses are not done/renewed by the **PURCHASER/Service Society**, the **VENDOR** shall not be responsible for any defects occurring due to the same.; or

- e. If the **PURCHASER** has defaulted in any of their representations or warranties as mentioned in this Sale Deed.
- f. The Service Society or the individual Purchaser shall adhere to maintenance schedule as prescribed by the Manufacturer/**VENDOR**.
- g. The **PURCHASER** is hereby informed not to use acid for cleaning bath, toilet, wc, kitchen, balcony etc. because usage of acid causes the joints to open/widen resulting in seepage/leakage. In future if there is any leakage/seepage of water/gutter-line due to usage of acid then the **PURCHASER**/Service Society shall be responsible for carrying out such repair work in his Property or in the apartment located on upper/lower floor at their own cost and expense.
- h. The **PURCHASER** shall not carry out any alterations of any nature in the said Property which shall include but not be limited to alterations in columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the **PURCHASER** shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in leakage/seepage of the water. If any of such works are carried out without the written consent of the **VENDOR** then the defect liability automatically shall become void.
- i. That the **PURCHASER** has been made aware and they expressly agrees that the regular wear and tear of the Property/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature and which shall not be deemed to be structural/workmanship defects.
- j. It is expressly agreed that before any liability of defect is claimed by or on behalf of the **PURCHASER**, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the

Property/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Sale Deed.

- IX. That the **VENDOR** has paid and shall pay all kinds of Panchayat taxes, Cesses, Betterment charges and Revenue Taxes etc in respect of the said Property up to the date of receipt of B.U. permission. Irrespective of the date of booking or sale deed execution, the **PURCHASER** shall be liable to proportionately pay such taxes, Property taxes, cessess, charges, etc for the period post B.U. permission date. The **PURCHASER** shall also be liable to proportionately pay water charges, drainage charges, gas connection charges, internet connection charges or any other connection charges in respect of the said Property.
- X. The **PURCHASER** hereby undertakes and declares that he is legally entitled to buy the said Property under the prevailing laws and has taken necessary permissions for purchase of the said Property and has paid the consideration for the said Property through legally permissible means. It will be the sole responsibility of the **PURCHASER** to abide by the terms and conditions of any such permission. On account of breach of any law or rules by the **PURCHASER**, if any fine or penalty or punishment is imposed by any government authority then the same shall be the liability of the **PURCHASER** alone and the **PURCHASER** hereby completely indemnify the **VENDOR** in this regards for all times to come.
- XI. The terms and conditions of all other deeds like Agreement for Sale, application form, etc shall also be binding upon the **PURCHASER** and his transferees.

THIS DEED OF CONVEYANCE FURTHER WITNESSES and it is hereby mutually agreed by and between the parties hereto as under:-

The **PURCHASER** irrevocably agrees that they have purchased the said Property on the following terms and conditions and they covenant with the **VENDOR** as stated hereunder:-

1. The **VENDOR** has formed Service Society for management and maintenance of common facilities and amenities of said Project and **PURCHASER** shall from time to time sign and execute the application and other papers and documents necessary for the membership of the Service Society. The **PURCHASER** shall co-operate and assist the **VENDOR** for formation of the Service Society and shall become member of the said Service Society by purchasing necessary shares. The **PURCHASER** also agrees to abide by the rules, regulations and resolutions of the Service Society which is formed for the management of the said Project and assures that they shall not commit any breach of the same.
2. The **PURCHASER** shall observe and perform all the rules and regulations which the Service Society may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Property therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **PURCHASER** shall also observe and perform all the stipulations and conditions laid down by the Service Society regarding the occupancy and use of the said Property in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings.
3. It is hereby agreed by the **PURCHASER** that as an owner of the said Property in pursuance of this deed they shall deposit with the Service Society necessary maintenance Deposit as decided by the Service Society / **VENDOR** from time to time. The **PURCHASER** agrees that subsequently they shall also pay such amount as may be decided by the said Service Society/**VENDOR** for running or routine maintenance charges. The **PURCHASER** shall bear and pay any applicable service tax or GST on such maintenance charges or deposit payments. Maintenance deposit & running maintenance amount shall be utilized by the said Service Society/**VENDOR** towards common expenses, maintenance and other

expenses incurred for the management and maintenance of common amenities and services of the Project. The Service Society shall also be entitled to use/spend the corpus of the said maintenance deposit fund in case of necessity. The **PURCHASER** shall also be required to pay additional amount in future as corpus fund or otherwise if the Service Society so decides to meet with such expenses. In case if the **PURCHASER** fails or refuses to make the necessary payments to the said Service Society, the said Service Society shall be entitled to cut off the common services agreed to be given to the **PURCHASER** and thereafter the **PURCHASER** shall not be entitled to demand such services from the said Service Society and the **PURCHASER** shall also be bound to pay interest at the rate as prescribed by said Service Society per month in case of default or delay. The **PURCHASER** shall not be entitled to use and demand any services and facilities from the Service Society if they had committed default in payment of maintenance charges.

4. The **PURCHASER** shall not use the said Property or permit the same to be used for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other units in the Project or to the owners or occupiers of the neighboring properties nor for any immoral or illegal purposes. The **PURCHASER** agrees not to obstruct the common areas or passages of the Project or the ground floor margins of the said project or the side margins of the said project by erecting any kind of temporary or permanent structure or placing any kind of furniture or fixtures like cabinets, table, chairs or other such loose materials.
5. That the **PURCHASER** shall not throw dirt, rubbish, garbage, trash or any other refuse or permit the same to be thrown out from its Property in the common passages, balconies, compound or any portion of the said Project. The **PURCHASER** shall maintain the esthetics of the Project. The **PURCHASER** shall carry out their work relating to installation of furniture and fit outs, maintenance and operations in a professional manner with the least inconvenience to the other occupiers of the project and without

causing any damage to the common areas of the building. The **PURCHASER** shall not store in the Property any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Unit/Property is situated or storing of which is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Property is situated, including entrances of the Building in which the Apartment is situated and in case any damage is caused to the said Building or the Property on account of negligence or default of the **PURCHASER** in this behalf, the **PURCHASER** shall be liable for the consequences of the breach. The **PURCHASER** shall abide by the rules and regulations as may be formed for the entire Project with regards to carrying out the interior work inside the said Property and shall also pay any deposit or charges as may be levied in this regards. If the **PURCHASER** or his employees, agents, visitors, etc. are found throwing dirt, rubbish, garbage, pan-masala, etc. in any part of the Scheme then the **PURCHASER** shall be liable to clear such dirt, rubbish, etc at his own cost and in addition the **VENDOR/** Service Society shall also be entitled to impose fine on the **PURCHASER** or his employees, visitors, etc.

6. The **PURCHASER** shall not use the said Property for non-residential purposes. The **VENDOR/**Service Society shall also be entitled to immediately stop the non-residential use even if such use has begun.
7. That the **PURCHASER** shall not use the said Property as consulting room of medical professional, doctor's clinic, classes, maternity home, professional office, hostel, preprimary school, paying guest and for any other purpose which may be objectionable to the said **VENDOR/** Service Society and other occupiers in the said Scheme.
8. That the **PURCHASER** shall maintain at their own costs the Property purchased by the **PURCHASER** in the same good condition, state and

order in which it will be delivered to the **PURCHASER** and shall abide by all bye laws, rules and regulations of the government, the Ahmedabad Urban Development Authority (AUDA), Ahmedabad Municipal corporation (AMC) and Electricity Company Limited and any other authorities and the Service Society and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Sale Deed.

9. The **PURCHASER** or his employees, agents, etc. shall not demolish or do any additions/alterations/modifications of any nature in the said Property or any part thereof which are likely to cause damage, hazard or structural deterioration to the said Property or the neighbouring premises or the Building and shall keep the portion, sewers, drains and pipes in the said Property and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Property is situated. No modifications or changes shall be allowed in the elevation / façade of the Project Building or the colour scheme for all times to come. The **PURCHASER** shall not carry out any alterations in the structure for all times to come and shall not even seek for such permission from the Service Society. The **PURCHASER** may carry out internal civil work (non-structural) with prior written consent of **VENDOR/** Service Society and after obtaining prior written opinion of Structural Engineer of repute and also after obtaining prior permission of local authorities however the **PURCHASER** shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Property.
10. The **PURCHASER** shall not alter/change the size and shape of the door, windows, shutters etc and shall not make any hole or new window to fix air conditioner or coolers and shall not damage the partition walls, common walls, flooring, ceiling etc of the said Building/ Property. The

PURCHASER shall install the air conditioners / coolers at designated places only and in a manner in which the aesthetics of the Project are not compromised. In the event the **PURCHASER** damage partition walls, common walls, flooring, ceiling etc of the said Building/ Property then the **PURCHASER** shall repair/fix/re-built the same at their own cost subject to the satisfaction of the Service Society.

11. That the **PURCHASER** shall not put any name plates without the prior written permission of the **VENDOR/Service Society**. The **VENDOR/Service Society** will provide necessary dimensions and sizes for the name plates to be displayed at the entrance of the Property. The **PURCHASER** shall be allowed to put their Name Plate on the entrance wall/door of his Property and shall also follow the instructions of the **VENDOR/ Service Society** regarding dimension and size of the Name Plates. The **PURCHASER** shall never put or install any hoarding, or vinyl or signage or any drape inside the said Property which is visible from outside the building in any manner and the **PURCHASER** shall not put or install anything on the façade of the building. Only the **VENDOR/Service Society** is authorized to put up the **PURCHASER** name along with all other members/occupiers of the Project at a designated place on the ground floor foyer of the Building.
12. That as per the rules of the local authority and norms of the Fire Department, a Fire Fighting System has been installed in the Project Building. The **PURCHASER** hereby confirm that the responsibility for the maintenance, repair and proper up-keep of the said system shall be that of the members residing in the Project and any loss, damage, injury, accident, death caused by a fire break out or due to functioning/ non functioning of the fire fighting system shall be the sole responsibility of the **PURCHASER** and no demand/action/claims whatsoever in respect of the same shall be made against the **VENDOR** or the Service Society. The **PURCHASER** is hereby made aware that as per the general development control regulations (GDCR) notified by Govt. of Gujarat under Gujarat

Town Planning and Urban Development Act, 1976, it shall be the responsibility of the owners/purchasers of units in the said Project to ensure that the fire prevention and safety provisions in a building are kept in good working conditions at all times. It will be the responsibility of the owners/purchasers of units in the said Project to obtain a periodic Inspection and Maintenance Certificate from the Fire Protection Consultant. Also it shall be the responsibility of the owners/purchasers to take renewals of Fire System licenses at their own cost from the competent authority. The **PURCHASER** hereby confirms to abide with the statutory requirements in this regards.

13. THAT the **PURCHASER** shall keep insured his Apartment against loss or damage by fire, flood, earthquake, storm, tempest, aircraft collision, riot, sabotage etc in the full value and the **PURCHASER** with suitable insurance company or with such insurance company as the management shall determine and whenever required, produce to the Service Society or the **VENDOR**, the policy or policies of such insurance and receipt for the premiums for the same and in the event of the said Property being damaged or destroyed by fire or otherwise as soon as reasonably practicable, to use the insurance money in repair, reinstatement of the said Property.
14. The **PURCHASER** is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchasers. The **PURCHASER** is also aware that all other owners shall also be entitled to use and enjoy the common facilities and they also shall have undivided interest therein. It is agreed that the **PURCHASER** will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of Service Society. Further the terraces above the top floor of the said Project shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open.

15. The **PURCHASER** is aware that the other units situated in the Project shall be transferred to other purchasers in future, and agreements and Sale deeds/ Conveyance Deed will be made in favour of such other purchaser. The terrace above the said project, including terrace located above the above referred said Property shall be common terrace where no temporary or permanent construction shall be permissible and shall always be kept open. The **PURCHASER** is also aware that all other owners shall also be entitled to use and enjoy the common facilities and he also shall have undivided interest therein. It is agreed that the **PURCHASER** will be entitled to use and enjoy the undivided common facilities only after and upon payment of necessary charges/fees and by becoming member of proposed Service Society.
16. That the **PURCHASER** shall permit the **VENDOR/Service Society**, its employee, engineers, surveyors and agents with or without workmen and others at all reasonable times after giving at least 24 hour's notice (except in case of emergency) to enter in to and upon his Property and any part thereof for the purpose of repairing of the building and for repairing cables, water lines and covers, gutters, wires, walls, structures and other conveniences belonging thereto or services used in the said building and also for the purpose of laying down, maintaining, repairing, testing, drainage, gas and water pipes and electric wires and for similar purposes and also for the purposes of cutting of the supply of water to the Property or any other apartments in the building in respect whereof the occupiers of such other apartments as the case may be shall have committed default in paying their share of maintenance charges, Common charges, taxes, electricity charges and the other outgoings and breach of rules and resolutions of the Service Society.
17. The **PURCHASER** is aware that sometimes the leakage of water from the toilets, bathrooms and wet areas may happen in the said Property as well as from the neighboring and upper apartments. Leaked water/moisture may appear on the walls of said Property and that may deteriorate the

paint and plaster on the walls. **PURCHASER** is aware that water being a substance in liquid state is likely to escape, resulting into its leakage. Even if all safety measures are taken to seal the joints of pipes, sometimes it cannot be avoided. Leakage may be due to various reasons not connected with construction and cannot be construed to be defects as mentioned in this deed. **PURCHASER** agrees that the **VENDOR** shall not be liable for any damage in the Property due to leakage of water and its various other after effects. However, the **PURCHASER** hereby undertakes to get repaired the toilets and wet areas at his own cost/expense in case the occupiers of lower apartments below the said Property complains of any water leakage in their roof.

18. The Lift facility in this building shall be used as per rules of the Service Society which is formed for the management of said building. It is to be economically used. The **PURCHASER** as well as his employees or heirs shall not misuse the said lift and will take care and co-operate about it. The lift is of a standard quality and necessary permissions are taken for its usage. But it is a machine and is not manufactured by the **VENDOR**. Therefore during the use of the lift and even as a result of any negligence or otherwise, if anyone is injured or any damage occurs then the **VENDOR** shall not become responsible for it and the **PURCHASER** or his employees, heirs etc shall not demand/shall not be entitled to demand such damages/compensation from the **VENDOR** and **PURCHASER** hereby gives assurance and consent in it. It shall be the responsibility of the owners/purchasers of the said building to ensure that the lifts are kept in good repair, such that its use is safe. It will be the responsibility of the owners/purchasers of units in the project to follow the Maintenance Protocol as mentioned in the said regulations. Also it shall be the responsibility of the owners/purchasers to take renewals of Repair/Maintenance contract and Lift licenses at their own cost from the competent authority. The **PURCHASER** confirms to abide with the statutory requirement in this regards.

19. The **PURCHASER** and his family members, staff, visitors, etc. shall not spoil or damage any part of the common Property or amenity. The **VENDOR/** Service Society shall be entitled to impose fine on any person spoiling or damaging the common Property or rendering it unfit for public use and also recover the cost of repairs from the **PURCHASER**.
20. The Promoter/Vendor shall not claim or have any right over any future FSI, Additional F.S.I., common areas and terrace rights upon receipt of Building Use Permission. And if any such rights as mentioned hereinabove are available then the same will be enclosed by society of Buyers/Purchasers.
21. The **VENDOR** has provided adequate vehicle parking spaces in in the Project as per the provisions of the prevalent General Development Control Regulations. It has been agreed between the Parties that the Service Society shall allot such parking spaces to each of the apartment purchasers/occupiers in such a manner that no injustice is done to any apartment purchasers/occupiers and all purchasers/occupiers are treated at par. The Service Society shall make the most efficient use of the provided parking area so as to maximize the number of parking slots available for parking of cars and two-wheelers. The location of parking space being allotted to the **PURCHASER** shall be at the discretion of the Service Society and the **PURCHASER** shall not raise any dispute in this regards.
22. The **PURCHASER** hereby acknowledges that even after the Service Society has been formed with respect to the said Project, the **VENDOR** shall be entitled to sell or in any other manner transfer the un-sold apartment(s) in the said Project to any third party on such terms and conditions as it may deem fit and such purchaser/transferee of un-sold apartments shall be entitled to become member of the Service Society and use all common areas and facilities in the Project at par with other Unit purchasers/occupiers.

23. That if the **PURCHASER** is found to have committed breach of any of the conditions then the **VENDOR** and/or Service Society shall be entitled to specifically enforce the terms and conditions of this Sale Deed.
24. The **PURCHASER** shall take prior written permission from the **VENDOR/** Service Society before giving the said Property or any part thereof on Rent, Lease or Leave and License basis and it shall be the responsibility of the **PURCHASER** to inform the concerned Police Station about the renting of the said Property as per prevailing laws.
25. That the **PURCHASER** and the persons to whom said Property shall be subsequently transferred, assigned or given possession of with the permission of the Service Society of the said Project shall from time to time sign all applications, papers and documents and do all acts, deeds, matters and things as the said Service Society may require for safeguarding the interest of the said Property and its occupiers.
26. That the **PURCHASER** and persons to whom said Property shall be subsequently transferred, assigned, leased or given possession of shall observe, obey and perform the rules, regulations and resolutions, which may have been made by Service Society for the protection, maintenance, use and transfer of the said Property and other space and premises therein and/or in the compound. The **PURCHASER** will also abide by the building rules, regulations and bye-laws for the time being of the local authorities of the government.
27. That if the **PURCHASER** or his family members, guests or any person claiming under the **PURCHASER** has damaged or caused to has damaged any of the common properties/amenities/facilities of the said Project or the **PURCHASER** is found to have committed breach of any of the conditions without prejudice to the right of expulsion of the **PURCHASER** from the occupation and membership of the said Service Society and forfeiture of its price and share, the said **VENDOR/** Service Society shall have absolute right to compel the **PURCHASER** to rectify the damages at

his own cost and in default, shall has a right to cause him to be done through his agents and employees at the cost of **PURCHASER** and transfer it in any manner they like for making good the losses, expenses etc suffered by Service Society.

- 28.** All the terms, conditions, stipulations and provisions of this sale deed have been agreed and understood by the **PURCHASER** and the same shall be binding upon the heirs, assigns, transferees of the **PURCHASER** and all other subsequent transferees and future owners and occupiers or tenants of the said Property.

29. SEVERABILITY

If any provision of this Sale Deed shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Sale Deed shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Sale Deed and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Sale Deed shall remain valid and enforceable as applicable at the time of execution of this Sale Deed.

30. DISPUTE RESOLUTION

If any dispute arises in relation to or in connection with this Sale Deed including in respect of the validity, interpretation, implementation or alleged material breach of this Sale Deed by one party hereto shall be resolved as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

- 31.** The said Scheme shall always be known as “**INFINITY BAISHARAN**”. This name shall not be normally changed under any circumstances by the **PURCHASER** and other unit holders in the said Property.

32. THAT the **VENDOR M/s. RIDHAAN INFRA LLP**, has authorized and appointed its Designated partner, _____, as the Authorized Signatory of the said **VENDOR** through board resolution dated _____, to sign and execute and register the Sale Deed on behalf of the said **VENDOR**.
33. THAT the expenses for Stamp Duty, Additional Stamp Duty, (if any) Registration fees, miscellaneous expenses, Lawyer’s fees etc in respect of this sale deed shall be borne by the **PURCHASER** alone.
34. The **PURCHASER** will also be responsible to pay additional stamp duty, registration fees, penalty, fine etc if asked for by stamp duty valuation authority under the Stamp Act as well as under the Registration Act.

The schedule above referred to are mentioned hereunder:-

SCHEDULE-I
(Description of Entire Project Land)

All that piece or parcel of Non-Agricultural land bearing Sub Plot No.5 admeasuring approximately about 631 Sq. yards (i.e about admeasuring 527 sq. mtrs) of Final Plot No. 204+237 paiki forming part of Town Planning Scheme No. 19 which is now given City Survey No. 3691/A admeasuring about 519.75 sq. mtrs. of Ward No. 19/237+204 Shekhpur-Khanpur situate, lying and being at Moje, Shekhpur-Khanpur, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar).

SCHEDULE-II
(Description of the said Apartment hereby sold)

All that **Property** of **Apartment** bearing Apartment/Flat bearing No. _____totally admeasuring _____sq. mtrs (breakup of carpet area is shown in the table below), situated on _____ Floor of the said Project "**INFINITY BAISHARAN**", along with rights and responsibilities in common with other occupiers in or upon common amenities and facilities provided in the said "**INFINITY BAISHARAN**" Scheme/Project together with proportionate undivided impartible right in the said Project being constructed on Non-

Agricultural land bearing Sub Plot No. 5 admeasuring approximately about 631 Sq. yards (i.e about admeasuring 527 sq. mtrs) of Final Plot No. 204+237 paiki forming part of Town Planning Scheme No. 19 which is now given City Survey No. 3691/A admeasuring about 519.75 sq. mtrs. of Ward No. 19/237+204 Shekhpur-Khanpur situate, lying and being at Moje, Shekhpur-Khanpur, Taluka Sabarmati, in the Registration District of Ahmedabad and Sub-District of Ahmedabad-3 (Memnagar).

Apartment/ Flat No.	Carpet Area Sq mtr	Balcony Area Sq mtr	Wash Area Sq mtr	Total Area Sq. mtr	Proportionate Undivided land Sq. mtr

The said **Flat No.**_____ is bounded as under: -

On or towards **EAST** :
On or towards West :
On or towards North :
On or towards South :

SCHEDULE III

(Description of common areas and facilities in the Project)

Entrance Area

Children’s Play Area

Security Cabin

Fire Fighting System

CCTV Camera

_____X_____

IN WITNESS WHEREOF the parties hereto have hereunder set and subscribed their respective hands hereunder on this ____**th day of** _____, **2021** at **AHMEDABAD**.

FIRST PARTY/VENDOR

RIDHAAN INFRA LLP, A Limited Liability Partnership Firm, by and through its designated Partner _____

WITNESSES:-

[1]_____

[2]_____

Photograph of said Apartment of Unit No. _____ hereby sold by **VENDOR** to
PURCHASERS

RIDHAAN INFRA LLP
a Limited Liability Partnership Firm,
through its Designated partner _____

Photograph of said Apartment of Unit No. hereby sold by **VENDOR** to
PURCHASERS

RIDHAAN INFRA LLP
a Limited Liability Partnership Firm,
through its Designated partner _____

SCHEDULE OF REGISTRATION ACT SECTION – 32 A

THE VENDOR :-



RIDHAAN INFRA LLP, A Limited Liability Partnership Firm, by and through its designated Partner _____

THE PURCHASER :-

